

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

TYLER TECHNOLOGIES, INC.,

Plaintiff,

v.

VBCONVERSIONS LLC,

Defendant.

Civil Action No. 4:14-cv-00150

**DECLARATION OF JUDSON MCINTOSH IN SUPPORT OF PLAINTIFF TYLER
TECHNOLOGIES, INC.'S RESPONSE TO DEFENDANT'S
MOTION TO DISMISS OR TRANSFER**

I, Judson McIntosh, hereby declare, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am a Vice President of Development at Tyler Technologies, Inc. ("Tyler"). I am over eighteen (18) years of age, and I am otherwise fully competent to make this Declaration. Unless otherwise indicated below, the statements in this declaration are based upon my personal knowledge, following a reasonable investigation, or corporate records maintained by Tyler in the ordinary course of business.

2. My office is located at 700 Mount Hope Avenue, Suite 101 in Bangor, Maine.

3. I am responsible for the development and oversight of the Tyler Education Management System ("TEMS") product, including TEMS source code.¹

4. The TEMS product includes a web application and three windows utilities. The majority of the web application is written in VB.net code, and the windows utilities are written in C# code.

¹ TEMS is currently known as Tyler SIS.

5. Today, the largest concentration of the TEMS team, including TEMS developers and support staff, works at Tyler's office in Longview, Texas.

6. I have reviewed the February 6, 2014, letter that Defendant VBConversions, LLC sent to H. Lynn Moore, Jr., Tyler's Executive Vice President and General Counsel, and all of the exhibits attached to the letter ("Demand Letter"). A true and correct copy of the Demand Letter is attached as Exhibit 1 to this Declaration.

7. Upon receiving the Demand Letter, Tyler conducted an investigation of the allegations made in the Demand Letter. I personally participated in this investigation.

8. Since at least 2011, Tyler has retained every built and released iteration of its TEMS source code and logged every change to that code using industry standard tools.

9. Since at least 2011, Tyler has "tagged" every source code change in JIRA, a bug tracking and project management software, providing an explanation for any change that is made to the built and released TEMS source code.

10. Since at least 2011, Tyler has maintained a SharePoint log of every project impacting the TEMS source code.

11. Since at least 2011, changes to the built and released TEMS source code made by any Tyler developer have been reviewed by a Quality Assurance analyst.

12. There is no record, in any source code tracking tool, log or other Quality Assurance process, including JIRA and SharePoint, of the VB.net files that VBC identified in its Demand Letter and which uknowsana@gmail.com allegedly converted to C#.

13. Because converted C# code never entered Tyler's source code stream, it never entered Tyler's builds, Quality Assurance servers, or customer servers.

14. The VB.net files identified in Exhibit C of the Demand Letter have never existed at Tyler in C#.

15. Visual Basic (VB.net) code is a common programming language that is extensively used at Tyler.

16. In my opinion, C# is not the “more modern” programming language VBC claims it to be in the Demand Letter.

17. I am not aware of any Tyler employee, past or present, that even knew VBC existed before VBC sent the Demand Letter to Tyler.

18. I am not aware of any Tyler employee, past or present, that even knew VBC sold the VB.Net to C# Converter software (“Software”) before VBC sent the Demand Letter to Tyler.

19. I am not aware of any Tyler employee, past or present, that ever downloaded or used the Software for or on behalf of Tyler.

20. There was no reason for any of Tyler’s TEMS employees to download or use the Software.

21. No Tyler employee, including Syed Muhammad Fahad and Syed Abu Fahad, ever requested or received approval from me to download or use the Software.

22. The Syed Muhammad Fahad that worked for Tyler worked exclusively on the design and testing of a TEMS windows utility, which was written in C#, not VB.net. He did not work on a TEMS web application.

23. There was no reason for Tyler’s former employee, Syed Muhammad Fahad, to convert VB.net files – for an application in the TEMS product that he did not work on – into C# files for or on behalf of Tyler.

24. Tyler had no reason to ask Syed Muhammad Fahad to convert VB.net files – for an application in the TEMS product that he did not work on – into C# files for or on behalf of Tyler.

25. Tyler did not direct Syed Muhammad Fahad, or any other developer, to convert the VB.net files identified in Exhibit C of the Demand Letter into C# files.

26. If Syed Muhammad Fahad had converted the hundreds of thousands of VB.net code identified in the Demand Letter into C# for or on behalf of Tyler, he would have had to (a) delete 85–90% of the VB.net code base of TEMS, and (b) replace it with the new C# code.

27. If the alleged overhaul of the TEMS source code for or on behalf of Tyler had occurred, it would have been a singularly disruptive event for the TEMS web application developers, whose prior work had been entirely in VB.net. It would have been a major event, including extensive email communication, a significant regression in existing features, and multiple red flags in Quality Assurance. Following a reasonable investigation, I have not uncovered any evidence of such a reaction.

28. According to its website, the Software's commercial retail price is \$199. If Tyler had (a) been aware of the Software; and (b) had any interest in it, Tyler would have paid the relatively minimal license fee. From a financial perspective, there was no incentive for Tyler to use an allegedly illegally obtained code to obtain the software for free.

29. Since at least 2011, if a TEMS developer wanted to purchase a license to third-party software, a requisition request would have had to come through me. I have never received a requisition request for a license to the Software.


30. There was no reason for Tyler to direct one of its employees to use a personal e-mail account to obtain the Software, nor was there a reason for Tyler to direct one of its employees to use an allegedly illegally obtained code to obtain the Software for free.

31. If the Syed M. Fahad that supposedly "accepted" the Software's End-User License Agreement ("EULA") is the same Syed M. Fahad who worked for Tyler, he did not do it at the instruction, or for the benefit, of Tyler.

32. The first time I had ever seen the EULA was when I reviewed it as an exhibit to VBC's May 13, 2014, Motion to Dismiss.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on June 6, 2014.

Dated: 6/6/2014


Judson McIntosh
VP Development, ADS
Tyler Technologies, Inc.